

H R STEEL INDUSTRIES

Manufacturer of Cold forged Mild Steel/High Tensile Screws, Bolts, Nuts, Rivets,
Threaded Rods, Studs, Bright Bars & H.B.Wire

261, G.T.ROAD (N), SALKIA,

HOWRAH-711106, WEST BENGAL, INDIA

PH- 033-26616301, 26616302, 26616143 FAX-033-26616305 EMAIL:-hrs@hrsteel.com

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of 01-Feb-2023 (Effective Date), by and between **M/s NVK Techno Shine Coatings**., a proprietorship firm having office at Plot No. 221 Sector - 58, Faridabad - 121006 with GST No.06AAPFN75451ZP. **AND**

M/s. H R Steel Industries, a proprietorship firm having its registered office 261, G T Road(N), Salkia, Howrah- 711106, West Bengal, INDIA, with GSTIN- 19ADKPA0227A1ZB.

Hereafter **M/s NVK Techno Shine Coatings** , and **M/s H R Steel Industries** together referred as the "Parties" and each separately referred as "Party".

WHEREAS, the parties engage in doing **Zinc Flake coating of Bolts, Nuts, Washers as per ISO : 10683** as M/s NVK Techno Shine Coating will do **zinc flake coating** on job work basis for M/s H R Steel Industries,

WHEREAS, M/s NVK Techno Shine Coatings possesses, or may possess, certain **CONFIDENTIAL INFORMATION** that need to be shared with other party in order to conduct the proposed businesses or transactions

WHEREAS, **M/s H R Steel Industries**, recognize that the **CONFIDENTIAL INFORMATION** is a valuable asset of NVK Techno Shine Coatings, and that misuse or unauthorized disclosure by them will cause damage to disclosing party.

NOW THEREFORE, in consideration of the foregoing premises, the covenants, terms and conditions contained herein, the Parties agree as follows:

1. DEFINITIONS

(a) "**CONFIDENTIAL INFORMATION**" (hereinafter called as **INFORMATION**) means any confidential or proprietary material, including, but not limited to, designs, data, drawings, specifications, ideas, services offered, competencies, financials, operations, pricing information, or customers in tangible and/or electronic form. This information may be either directly owned by NVK Techno Shine or any other third party/customer for fulfilling the contractual obligation of the said party with the third party/customer which thus deemed to be the property of the party disclosing the information.

(b) "**Representatives**" means, without limitation, direct employees, contractors, directors, officers, agents, affiliates, or advisers

(c) "**Person**" means, without limitation, any human being, corporation, company, partnership, trust, or other entity, the media, and any governmental representative or authority

(d) "**Intellectual Property**" shall mean any creations, inventions or innovations, which have been acquired, are in the process of being acquired or capable of being acquired as patents, copyrights, trademarks, trade secrets and other types of Intellectual Property.

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(e) "Disclosing Party" shall mean Party Disclosing any information to the other Party which in this case is NVK Techno Shine.

(f) "Receiving Party" shall mean the Party Receiving any information from the other Party which in this case is Knowledge works a value point company.

2. VALIDITY PERIOD

The receiving party shall hold each item of INFORMATION so received in confidence until 66 (sixty six) months after the expiration of this Agreement (the "Validity Period").

3. USES OF INFORMATION

- A. During the Validity Period the receiving party shall use the INFORMATION for the purposes set forth only for the intended use for the business purpose agreed upon.
- B. The receiving party may not use the INFORMATION to reproduce, redesign, reverse engineer or manufacture any products or equipment of the disclosing party.
- C. The receiving party may not use the INFORMATION to perform any services relating to the products or equipment of the disclosing party.
- D. Both parties understand and acknowledge that neither party shall have any liability to the other party resulting from their use of the INFORMATION.
- E. INFORMATION shall remain the property of the disclosing party. Nothing in this Agreement shall be deemed to grant to the Receiving Party a license expressly or by implication under any patent, copyright or other Intellectual Property right. The Receiving Party hereby acknowledges and confirms that all existing and future Intellectual Property rights relating to the Confidential Information are the exclusive property of Disclosing Party. The Receiving Party shall not apply for or obtain any Intellectual Property protection in respect of the Confidential Information and in case of any idea or invention being developed by the Receiving Party upon Receiving the Confidential information shall remain the Intellectual Property of the Disclosing Party.
- F. All project deliverable including soft copies, hard copies, procedure developed as per contract/PO will be property of NVK Techno Shine and can be reused by NVK Techno Shine without restriction.

4. PERMITTED DISCLOSURES:

A. The Receiving Party shall make the INFORMATION available only to its employees, contract employees, and other parties working on the project within the receiving party's facility

B. The Receiving Party shall advise each such employee, contract employee, or other party of its obligations under this Agreement.

C. The Receiving Party may disclose INFORMATION of the disclosing party to a third party only if disclosing party authorized in writing its approval and provided that the receiving party has binding INFORMATION exchange agreement with third party with similar terms and conditions to this Agreement.

D. The Receiving Party may disclose the information which is in the public domain or comes into the public domain otherwise than by disclosure or default by the Party Receiving the Confidential Information; or

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E. The Receiving Party may disclose the information which was or is lawfully obtained or available from a third Party who was lawfully in possession of the same and free to disclose it; or

F. The Receiving Party may disclose the information, which was already known to the Party Receiving the Confidential Information and has been received from a source other than the Party Disclosing the Confidential Information.

5. RETURN OR DESTRUCTION OF INFORMATION

Upon written request of the disclosing party, the disclosed INFORMATION and all copies thereof shall, upon the expiration or termination of this Agreement, be destroyed and a written certificate of destruction shall be provided to the disclosing party. In case disclosing party insists on returning all the copies, same shall be done by receiving Party within thirty (30) days.

6. LEGAL ACTIONS AND GOVERNMENT REGULATIONS

A. Should the receiving party be faced with legal action or a requirement under government regulations to disclose INFORMATION received hereunder, the receiving party shall forthwith notify the disclosing party

B. Upon the request of the latter, the receiving party shall cooperate in contesting such disclosure if required.

C. Neither party shall be liable in any way for any disclosures made pursuant to judicial action or government regulations.

7. RELATIONSHIP BETWEEN THE PARTIES

A. This Agreement does not create a teaming agreement, joint venture, partnership or other such arrangement; rather, the parties expressly agree that this Agreement is solely for the purpose of disclosing and protecting INFORMATION.

B. The decision to provide any INFORMATION is within the sole discretion of the party originally possessing the INFORMATION and will be guided by contract/PO.

8. TERM OF AGREEMENT

A. This Agreement shall expire in 66(sixty six) months from the "Effective Date" except that it may be terminated earlier parties by thirty (30) days prior written notification

B. The provisions of Sections 2, 3, 4, 5, 6 and 7 shall survive such expiration or termination.

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9. DISPUTE RESOLUTION

Before the parties resort to litigation to solve any dispute, the parties agree to schedule a mandatory meeting at a mutually agreeable location. At that meeting, each side will present its dispute and the senior managers will enter into good faith negotiations in an attempt to resolve the dispute.

The construction of this agreement shall be determined in accordance with the Indian Contract Act, 1872 and other laws in force in India and shall be subject to the exclusive jurisdiction of the courts in Bangalore.

10. ARBITRATION:

All disputes arising under this agreement shall fall within the jurisdiction of the courts at Bangalore. The Parties may agree to resolve their disputes by arbitration as per the Indian Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the "Effective Date".

NVK Techno Shine Coatings

Signature: _____

Name: Vikesh Sahija
Designation: Partner

H R Steel Industries

Signature: _____

Name: _____
Designation: CEO